

Property of: Danny Spencer
Property Address/Description:

8169 FM 852 Gelman TX

Telephone No:

LETTER AGREEMENT

Date: 2-6, 2018

This Letter Agreement is made and entered into by and between Upshur County, Texas, ("County") and Danny Spencer, the owner or person legally entitled to possession of the above described property ("Property Owner").

RECITALS

WHEREAS, County needs to enter private property to ensure proper roadway drainage and/or other work required by the County; and

WHEREAS, Property Owner represents that he/she is the owner or legal possessor of the referenced property; and

NOW, THEREFORE, in consideration of the mutual benefits to the parties hereto, the parties agree as follows:

1. Property Owner hereby expressly gives permission for County, through its Road & Bridge Department, to enter on Property Owner's property, hereby authorizing necessary rights of ingress, egress and regress therefrom for the purpose of performing necessary Cut Trees operations.

2. County agrees that it will use due care to avoid damage to Property Owner's land in the operations upon Property Owner's property, nevertheless, Property Owner agrees that Upshur County and its agents will not be held responsible for any related damage in connection with operations, and Property Owner hereby agree to indemnify and hold County harmless from any and all other damages to persons or property associated with County's work on Property Owner's property.

3. Both parties agree that this letter agreement contains the parties' entire agreement.

Note: Describe property at top of page if there is not a physical address for the property.

PROPERTY OWNER/
LEGAL POSSESSOR

Danny Spencer

UPSHUR COUNTY

By _____
County Representative

By _____
County Judge

BY [Signature]
UPSHUR COUNTY, TX.
DEPUTY

FILED
TERRI ROSS
COUNTY CLERK

2018 FEB 28 AM 9:30

DRIVEWAY PERMIT APPLICATION

TO: THE UPSHUR COUNTY COMMISSIONERS COURT
COUNTY OF UPSHUR
GILMER, TEXAS

PRECINCT 4

DATE December 15, 2017

Formal notice is hereby given that Jeff Keller, whose principal address is 190 Park Saddle, Holly Lake, TX, does hereby purpose to place a driveway culvert within the ROW of County Road Sassafrass. Proposed construction will begin, if approved, on or after the 31st day of December, 2017. I, Jeff Keller, hereby attest that I have read the conditions set forth in this application and understand its contents. The culvert will not be placed by County equipment and personnel. This is a new installation extension.

SIGNATURE: [Signature]
TELEPHONE: 903-399-2548

APPROVAL OF PERMIT APPLICATION

The Upshur County Commissioners Court offers no objection to the location on the right of way of your proposed driveway culvert for the address shown above. The proposed driveway structure will be a 15" x 20' culvert.

Recommended by _____

APPROVED ON THIS _____ DAY OF _____, 2017.

FILED
TERRI ROSS
COUNTY CLERK

2018 FEB 28 AM 9:30

UPSHUR COUNTY, TX.

BY: [Signature]
DEPUTY

DRIVEWAY PERMIT APPLICATION

TO: THE UPSHUR COUNTY COMMISSIONERS COURT
COUNTY OF UPSHUR
GILMER, TEXAS

PRECINCT 2

DATE February 20, 2018

Formal notice is hereby given that Jeffery Dean, whose principal address is 715 Lavender Road, does hereby purpose to place a driveway culvert within the ROW of County Road Lavender. Proposed construction will begin, if approved, on or after the 28th day of February, 20 18. I, Jeffery Dean, hereby attest that I have read the conditions set forth in this application and understand its contents. The culvert will/ will not be placed by County equipment and personnel. This is a new installation extension.

SIGNATURE: Jeffery Dean
TELEPHONE 903-263-2286

APPROVAL OF PERMIT APPLICATION

The Upshur County Commissioners Court offers no objection to the location on the right of way of your proposed driveway culvert for the address shown above. The proposed driveway structure will be a "x" culvert.

Recommended by Sta

APPROVED ON THIS DAY OF , 20

FILED
TERRI ROSS
COUNTY CLERK
2018 FEB 28 AM 9:30
UPSHUR COUNTY, TX.
BY TR
DEPUTY

DRIVEWAY PERMIT APPLICATION

TO: THE UPSHUR COUNTY COMMISSIONERS COURT
COUNTY OF UPSHUR
GILMER, TEXAS

PRECINCT 4

DATE February 5, 2018

Formal notice is hereby given that Chad Collie, whose principal address is PO Box 1149, does hereby purpose to place a driveway culvert within the ROW of County Road Frog. Proposed construction will begin, if approved, on or after the 15th day of February, 2018. I, Chad Collie, hereby attest that I have read the conditions set forth in this application and understand its contents. The culvert will/ will not be placed by County equipment and personnel. This is a new installation extension.

SIGNATURE: Chad Collie
TELEPHONE: 903-399-6120

APPROVAL OF PERMIT APPLICATION

The Upshur County Commissioners Court offers no objection to the location on the right of way of your proposed driveway culvert for the address shown above. The proposed driveway structure will be a 24 "x30" culvert.

Recommended by [Signature]

APPROVED ON THIS _____ DAY OF _____, 20__

FILED
TERRI ROSS
COUNTY CLERK
2018 FEB 28 AM 9:30
UPSHUR COUNTY, TX.
BY [Signature]
DEPUTY

DRIVEWAY PERMIT APPLICATION

TO: THE UPSHUR COUNTY COMMISSIONERS COURT
COUNTY OF UPSHUR
GILMER, TEXAS

PRECINCT 2

DATE February 6, 2018

Formal notice is hereby given that David Crossley, whose principal address is 217 Short, does hereby purpose to place a driveway culvert within the ROW of County Road Lavender. Proposed construction will begin, if approved, on or after the 15th day of February, 2018 I, David Crossley, hereby attest that I have read the conditions set forth in this application and understand its contents. The culvert will/ will not be placed by County equipment and personnel. This is a new installation extension.

SIGNATURE: David Crossley
TELEPHONE: 903-315-8146

APPROVAL OF PERMIT APPLICATION

The Upshur County Commissioners Court offers no objection to the location on the right of way of your proposed driveway culvert for the address shown above. The proposed driveway structure will be a 12" x 12" culvert.

Recommended by [Signature]

APPROVED ON THIS _____ DAY OF _____, 20__

FILED
TERRI ROSS
COUNTY CLERK
2018 FEB 28 AM 9:30
UPSHUR COUNTY, TX.
BY: [Signature]
DEPUTY

DRIVEWAY PERMIT APPLICATION

T 4

January 25, 2018

Sandra Martinez
a driveway culvert

31st

January

9274 Sheep

Sheep

Sandra

Martinez

~~E-469-236-4464~~

- DRIVEWAY PERMIT APPLICATION
- TO: THE UPSHUR COUNTY COMMISSIONERS COURT
- COUNTY OF UPSHUR
- GILMER, TEXAS
- PRECINCT 4 DATE January 25, 2018
- Formal notice is hereby given that Sandra Martinez, whose principal address is 9274 Sheep, does hereby purpose to place a driveway culvert within the ROW of County Road Sheep. Proposed construction will begin, if approved, on or after the 31st day of January, 20__ I, Sandra Martinez, hereby attest that I have read the conditions set forth in this application and understand its contents. The culvert will will not be placed by County equipment and personnel. This is a new installation extension.
- SIGNATURE: Sandra T. Martinez
- TELEPHONE: 469-238-4464

APPROVAL OF PERMIT APPLICATION

- driveway culvert
- APPROVAL OF PERMIT APPLICATION
- The Upshur County Commissioners Court offers no objection to the location on the right of way of your proposed driveway culvert for the address shown above. The proposed driveway structure will be a culvert.
- Recommended by _____
- APPROVED ON THIS _____ DAY OF _____, 20__

FILED
TERRI ROSS
COUNTY CLERK

2018 FEB 28 AM 9:30

UPSHUR COUNTY, TX.

BY [Signature]
DEPUTY

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS }

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF UPSHUR }

The undersigned, Trans Burns Logging, hereinafter referred to as First Party, enters into an agreement with Upshur County Commissioner of Precinct No. 2 Upshur County, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 2 over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1.

First Party agrees to use only that section of (described exact route, direction and miles in tenths) 6/10 mile on Tulip off 271, 3/10 mile Water Lily
1/10 mile on Sumac

2.

First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road, so that said road will be open to travel by the public at all times.

3.

First Party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is hauling logs from lands location in Precinct No. 2, Upshur County.

4.

First Party agrees to put said road back into same condition as it was prior to the commencement of hauling operations on the part of First Party.

5.

First Party agrees to POST PERFORMANCE BOND in the amount of \$-0-, to Upshur County Commissioner's Court to insure performance of agreement.

6.

Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth

UPSHUR COUNTY, TX.
DEPUTY

2018 FEB 28 AM 9:30

FILED
TERRI ROSS
COUNTY CLERK

[Signature]
First Party Signature

130 CR 3702
Street or Box

Bullard TX 75757
City, State and Zip Code

903 805 6589
Telephone

Bates Tract
Timber Tract / Property Owner

Issued by [Signature] Valid 1/24/18 to 4/24/18

PERMIT ISSUED NOT TO EXCEED 90 DAYS UNLESS OTHERWISE NOTED

A COPY OF THIS PERMIT MUST BE IN EVERY TRUCK BEING USED

FILED
TERRI ROSS
COUNTY CLERK
2018 FEB 28 AM 9:30
BY [Signature]
UPSHUR COUNTY, TX.
DEPUTY

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF UPSHUR

The undersigned, Robertson Logging, hereinafter referred to as First Party, enters into an agreement with Upshur County Commissioner of Precinct No. 2, Upshur County, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 2, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1.
First Party agrees to use only that section of (described exact route, direction and miles in tenths) 2.3 miles on Periwinkle off Hwy 155, 1/4 mile on Holly back.

2.
First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road, so that said road will be open to travel by the public at all times.

3.
First Party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is hauling logs from lands location in Precinct No. 2 Upshur County.

4.
First Party agrees to put said road back into same condition as it was prior to the commencement of hauling operations on the part of First Party.

5.
First Party agrees to POST PERFORMANCE BOND in the amount of \$-0-, to Upshur County Commissioner's Court to insure performance of agreement.

6.
Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

FILED
TERRI ROSS
COUNTY CLERK
2018 FEB 28 AM 9:30
UPSHUR COUNTY, TX.
BY [Signature]
DEPUTY

William Robert
First Party Signature

3554 PA 1152
Street or Box

Gilmer, TX 75645
City, State and Zip Code

903-734-6949
Telephone 903-736-6217 cell

Gaston Dabery
Timber Tract / Property Owner

Issued by Chia Tefteller Valid 2/5/18 to 5/8/18

PERMIT ISSUED NOT TO EXCEED 90 DAYS UNLESS OTHERWISE NOTED

A COPY OF THIS PERMIT MUST BE IN EVERY TRUCK BEING USED

FILED
TERRI ROSS
COUNTY CLERK
2018 FEB 28 AM 9:31
UPSHUR COUNTY, TX.
BY [Signature]
DEPUTY

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS }

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF UPSHUR }

The undersigned, Kollin Hurt Forestry, hereinafter referred to as First Party, enters into an agreement with Upshur County Commissioner of Precinct No. 4, Upshur County, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 4, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1.

First Party agrees to use only that section of (described exact route, direction and miles in tenths)

1 mile on Sassafras off FM 1795

2.

First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road, so that said road will be open to travel by the public at all times.

3.

First Party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is hauling logs from lands location in Precinct No. 4, Upshur County.

4.

First Party agrees to put said road back into same condition as it was prior to the commencement of hauling operations on the part of First Party.

5.

First Party agrees to POST PERFORMANCE BOND in the amount of \$-0-, to Upshur County Commissioner's Court to insure performance of agreement.

6.

Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

UPSHUR COUNTY, TX.
DEPUTY
BY [Signature]

2010 FEB 28 AM 9:31

FILED
TERRI ROSS
COUNTY CLERK

FILED
TERRI ROSS
COUNTY CLERK

2018 FEB 28 AM 9:31

UPSHUR COUNTY, TX

BY [Signature]
PROPERTY

PERMIT ISSUED NOT TO EXCEED 90 DAYS UNLESS OTHERWISE NOTED
A COPY OF THIS PERMIT MUST BE IN EVERY TRUCK BEING USED

Issued by [Signature] Valid to 12/17 to 2/2/18
 Truck/Trailer Property Owner [Signature]
 Telephone [Signature]
 City, State and Zip Code 9037900317
 Street or Box [Signature]
 Permit Signature [Signature]
[Signature]

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS }
COUNTY OF UPSHUR }

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, Clark Timber, hereinafter referred to as First Party, enters into an agreement with Upshur County Commissioner of Precinct No. 3, Upshur County, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 3, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1.

First Party agrees to use only that section of (described exact route, direction and miles in tenths)

1/2 mile on Scarlet Oak off FM 2685, 4/10 mile on Locust

2.

First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road, so that said road will be open to travel by the public at all times.

3.

First Party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is hauling logs from lands location in Precinct No. 3, Upshur County.

4.

First Party agrees to put said road back into same condition as it was prior to the commencement of hauling operations on the part of First Party.

5.

First Party agrees to POST PERFORMANCE BOND in the amount of \$-0-, to Upshur County Commissioner's Court to insure performance of agreement.

6.

Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

FILED
TERRI ROSS
COUNTY CLERK
2018 FEB 28 AM 9:31
UPSHUR COUNTY, TX.
DEPUTY

[Signature]
First Party Signature

Street or Box

City, State and Zip Code

Telephone

Triber Tract / Property Owner

Issued by [Signature] Valid 1/22/18 to 4/22/18

PERMIT ISSUED NOT TO EXCEED 90 DAYS UNLESS OTHERWISE NOTED

A COPY OF THIS PERMIT MUST BE IN EVERY TRUCK BEING USED

FILED
TERRI ROSS
COUNTY CLERK
2018 FEB 28 AM 9:31
BY: [Signature]
UPSHUR COUNTY, TX.
DEPUTY

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS)

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF UPSHUR)

The undersigned, George Hays, hereinafter referred to as First Party, enters into an agreement with Upshur County Commissioner of Precinct No. 1, Upshur County, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 1, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1.

First Party agrees to use only that section of (described exact route, direction and miles in tenths)

3.3 miles on Hawk

2.

First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road, so that said road will be open to travel by the public at all times.

3.

First Party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is hauling logs from lands location in Precinct No. 1, Upshur County.

4.

First Party agrees to put said road back into same condition as it was prior to the commencement of hauling operations on the part of First Party.

5.

First Party agrees to POST PERFORMANCE BOND in the amount of \$-0-, to Upshur County Commissioner's Court to insure performance of agreement.

6.

Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth

BY [Signature]
UPSHUR COUNTY, TX.
DEPUTY

2018 FEB 28 AM 9:31

FILED
TERRI ROSS
COUNTY CLERK

George T. Hayes
First Party Signature

Street or Box

Quitman, TX
City, State and Zip Code

903/908-2602

Telephone

Victor A. Swarr
Timber Tract / Property Owner

Issued by Lisa Jettella Valid 2/24/18 to 4/24/18

PERMIT ISSUED NOT TO EXCEED 90 DAYS UNLESS OTHERWISE NOTED

A COPY OF THIS PERMIT MUST BE IN EVERY TRUCK BEING USED

FILED
TERRI ROSS
COUNTY CLERK
2018 FEB 28 AM 9:31
UPSHUR COUNTY, TX.
BY: [Signature]
DEPUTY

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS }

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF UPSHUR }

The undersigned, Kollin Hurt Forestry, hereinafter referred to as First Party, enters into an agreement with Upshur County Commissioner of Precinct No. 3, Upshur County, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 3 over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1.

First Party agrees to use only that section of (described exact route, direction and miles in tenths)

8/10 mile on Cottonwood, 7/10 mile on Pinion,
3/10 mile on Lauren

2.

First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road, so that said road will be open to travel by the public at all times.

3.

First Party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is hauling logs from lands location in Precinct No. 3, Upshur County.

4.

First Party agrees to put said road back into same condition as it was prior to the commencement of hauling operations on the part of First Party.

5.

First Party agrees to POST PERFORMANCE BOND in the amount of \$-0-, to Upshur County Commissioner's Court to insure performance of agreement.

6.

Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

UPSHUR COUNTY
BY [Signature]
DEPUTY

2018 FEB 28 AM 9:31

FILED
TERRI ROSS
COUNTY CLERK

FILED
TERRY ROSS
COUNTY CLERK

2018 FEB 28 AM 9:31

UPSHUR COUNTY, TX

BY:  CLERK

PERMITS ISSUED NOT TO EXCEED 90 DAYS UNLESS OTHERWISE NOTED
A COPY OF THIS PERMIT MUST BE IN EVERY TRUCK BEING USED

Issued to:  Valm Villa & 

Permittee/Property Owner


Telephone

903 791-0317

City, State and Zip Code

Box 795644

Street or Box

POB 211
First Party Signatory

